

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Actum International UK Limited	2. Registration Number 7033
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3. Primary Address of Registrant 91 Jermyn Street, First Floor, London, England, UNITED KINGDOM SW1Y6JB
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4. Name of Foreign Principal Government of Ethiopia	5. Address of Foreign Principal United States Embassy of Ethiopia, 3506 International Drive, N.W. Washington, DC 20008
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6. Country/Region Represented ETHIOPIA

7. Indicate whether the foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____

8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant National Government b) Name and title of official with whom registrant engages Fitsum Arega, Ambassador, Ambassador

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/01/2021Morris Reid/s/Morris Reid11/01/2021Kirill Goncharenko/s/Kirill Goncharenko

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/29/21Morris L. ReilMorris L. Reil

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears and affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

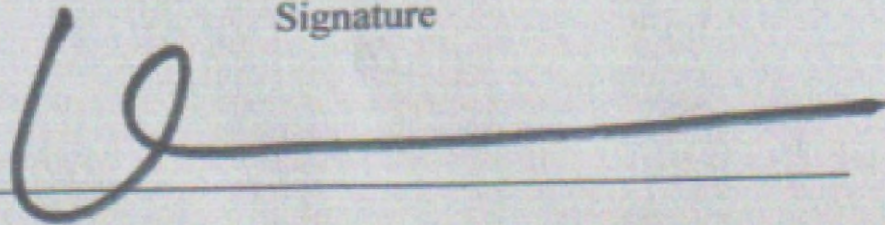
Date

Printed Name

Signature

11/1/21

Kirill Goncharenko



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Actum International UK Limited

2. Registration Number
7033

3. Name of Foreign Principal
Government of Ethiopia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/30/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached contract. The registrant anticipates providing the principal government relations and media relations consulting and management services.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see the attached contract. The registrant anticipates providing the principal government relations and media relations consulting and management services.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Please see the attached contract. The registrant anticipates providing the principal government relations and media relations consulting and management services.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/01/2021Kirill Goncharenko/s/Kirill Goncharenko11/01/2021Morris Reid/s/Morris Reid

EXECUTION

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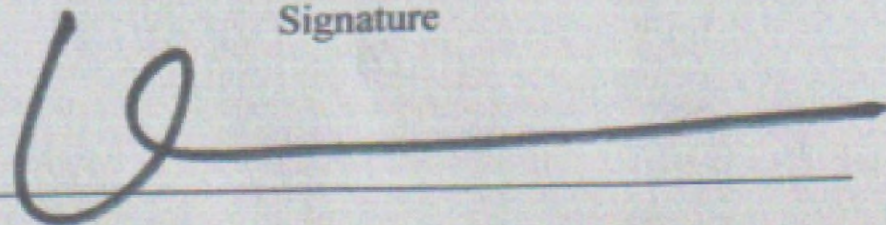
Date

Printed Name

Signature

11/1/21

Kirill Goncharenko



EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

10/29/21Morris L. ReilMorris L. Reil

Mercury.

CONSULTING SERVICES AGREEMENT

The Government of Ethiopia ("Client") hereby enters into this Consulting Services Agreement (the "Agreement") effective as of 23 August 2021 (the "Effective Date"), to retain **Mercury International UK Limited** ("Consultant"), as an independent contractor to perform the services described herein. Client and Consultant may each be referred to herein as a "Party", and together as the "Parties".

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the Parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (defined below).

2. Payment Terms. Client and Consultant agree that Consultant is entitled to receive and Client shall pay the fees and expenses set forth on Schedule 2, which is incorporated at this point, and which may be modified from time to time as mutually agreed to in writing. Payment in full of fees and expenses shall be made to Consultant within thirty (30) days after an invoice is rendered. For ongoing fees and expenses, Client will be billed on the first of every month, unless the Agreement begins mid-month. In such cases, all expenses will be due in full as billed and all fees will be billed on a prorated basis in the first and last month of the Agreement. In the event that Client does not pay such fees and expenses per the invoices within the specified timeframe: (i) the Client shall pay interest on the overdue amount at the rate of four (4) per cent per annum above Barclays Bank plc's base rate from time to time (such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement); and (ii) Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset. All amounts payable under this Agreement are exclusive of VAT, which the Consultant shall add to all invoices at the appropriate rate where applicable. All amounts payable to the Consultant under this Agreement shall become due immediately on its termination.

3. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until 22 November 2021 (the "Term"). The Agreement may be terminated by either Party on thirty (30) days prior written notice to the other Party.

4. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. The initial primary contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this Agreement.

5. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client, and Consultant will not hold itself out as such an agent or

employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

6. Confidential Information; Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature ("Confidential Information"). The Consultant may disclose the Client's Confidential Information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Consultant's rights or carrying on its obligations under this Agreement; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

7. Non-Exclusivity; Performance. Client hereby acknowledges and agrees that Consultant will, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein will preclude Consultant from doing so. Notwithstanding anything contained in this Section to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously. All implied conditions, warranties, and representations and other terms, whether implied by statute, regulation, and common law or otherwise in respect of the Services provided by the Consultant are excluded.

8. Client Obligations. Client acknowledges that the Consultant's performance of the Services is dependent on the co-operation of the Client. Accordingly, the Client shall: (i) co-operate with the Consultant in all matters relating to the Services; (ii) provide, in a timely manner, all approvals, responses to queries and materials required in connection with this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to the Services. If the Consultant's performance of its obligations under this Agreement is prevented or delayed by an act or omission of the Client, its agents, subcontractors, consultants, or employees, the Consultant shall not be liable for any costs, charges, or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

9. Liability. Nothing in this Agreement limits or excludes the Consultant's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law. Subject to the foregoing, the Consultant shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of or damage to goodwill; (vi) loss of use or corruption of software, data or information; (vii) any indirect or consequential loss. Subject to the foregoing, the

Consultant's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to, in respect of all claims (connected or unconnected) in any consecutive twelve (12) month period, the equivalent of the total fees paid by the Client in that period.

10. Publicity. Neither Party will use the other Party's name, logo, trademarks, or service marks in any advertising, publicity releases, or any other materials without that Party's prior written approval.

11. Assignment. Neither Party may assign this Agreement or otherwise transfer, subcontract, or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void; provided, however, Consultant may assign its performance obligations to its affiliates without the prior written consent of the Client.

12. Data Protection. Each Party undertakes that it does and will comply with its obligations under the Data Protection Act of 2018, and the General Data Protection Regulation ("GDPR"). Where under this Agreement one Party is acting as a data processor and the other Party is acting as a data controller, the data processor: (i) shall process personal data in respect of which the other Party is the data controller only in accordance with the instructions of the data controller; and (ii) warrants that it has in place and undertakes to maintain appropriate technical and organizational measures against unauthorized or unlawful processing of such personal data and against accidental loss or destruction of or damage to such personal data. In this Section, the terms "data processor", "data controller", and "personal data" shall have the meanings set out in the GDPR.

13. Notices. Any notice in connection herewith shall be sent using the contact information set forth on Schedule 3, as amended in accordance herewith. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via email, and will be deemed given when so delivered personally, or if mailed, 72 hours after the time of mailing. Either Party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

14. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Subject to Section 16, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

15. Force Majeure. If a Party is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement by an event outside of its reasonable control (an "Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16. Dispute Resolution. In the event of any dispute between the Parties to this Agreement concerning the terms of this Agreement or matters related thereto, the Parties will first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of a receipt of notice of a dispute by one Party to the other Party. Each Party shall deal in good faith through representatives authorized and empowered to resolve the dispute. In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally through arbitration as set out in this Section and under the following terms and conditions:

(a) All disputes arising out of or in connection with this Agreement shall be finally settled and resolved under the London Court of International Arbitration (the "Rules"), which Rules are deemed to be incorporated by reference in this Section 16.

(b) The tribunal shall consist of three arbitrators in accordance with said Rules.

(c) The appointing authority for the purposes of the Rules shall be the London Court of International Arbitration.

(d) The seat of place of the arbitration shall be London.

(e) The language of the arbitration shall be English.

(f) Each Party shall produce documents originally drafted in English without translation. Any document drafted in a language other than English must be translated into English, properly certified as accurate, with said translation attached to the original document.

(g) All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration shall be in English.

(h) The arbitrators may award compensatory damages under the terms of this Agreement, but in no event shall the arbitrators award special, consequential, or punitive damages.

(i) Each Party shall initially bear its own expenses, including all costs and attorneys' fees, in connection with presenting its case for arbitration, and the Parties shall share equally in the costs and expenses of the arbitration process itself, including, but not limited to, the cost of the arbitrators. However, in the final award, the arbitral tribunal as described herein shall set and fix the costs of the arbitration and shall decide which Party or parties shall bear and pay the costs and in what proportions.

17. Foreign Agents Registration Act Compliance.

(a) The Parties acknowledge and agree that this Agreement shall require Consultant to make certain filings in connection with and otherwise comply with the Foreign Agents Registration Act ("FARA"). Consultant shall have the duty and obligation to make any and all necessary filings and report pursuant to FARA in connection with this Agreement.

(b) To the extent any filing of Consultant (where such filing includes or should include information related to Client) is audited or reviewed, Client shall cooperate and provide assistance to Consultant in responding to any such investigation in such the manner Consultant elects in its sole and exclusive discretion.

18. General.

(a) No amendments or modifications shall be binding upon either Party unless made in writing and signed by both Parties.

(b) This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the Parties respecting the subject matter hereof. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this Section 17 shall limit or exclude any liability for fraud.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal, or unenforceable provision will be replaced by a provision which, being valid, legal, and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The Parties agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(g) Notwithstanding any provision to the contrary in this Agreement, in no event will Consultant be liable to Client (whether for damages, indemnification, or any other claim) for an amount greater than the amount of compensation actually paid to Consultant by Client for the Services.

(h) No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

(i) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another party, or authorize any Party to make or enter into any commitments for or on behalf of any other party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

(j) No one other than a Party to this Agreement, their successors, and permitted assignees, shall have any right to enforce any of its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date noted above.

CONSULTANT:

Mercury International UK Ltd.

By: 

Name: MORRIS L. REID

Title: PARTNER

Date: 8/25/21

CLIENT:

Government of Ethiopia

By: 

Name: Fitsum Arega Gebrekidan
Ambassador

Title: Special Envoy, Extraordinary and
Plenipotentiary of the Federal Democratic
Republic of Ethiopia

Date: Aug. 25/2021

Government of Ethiopia INTL DC Contract 08232021 LD

SCHEDULE 1

Services

1. Consultant will provide strategic consulting and management services specific to issues facing the Client in the areas of public relations and government relations.

2. It is expressly agreed and understood that the Services under this Agreement shall not include any lobbying activities (national or local) whatsoever. Accordingly, as at the date of this Agreement, there is no requirement on the Consultant to join, and the Consultant has not joined the Register of Consultant Lobbyists (the "Register") as is required under the Transparency of Lobbying, Non Party Campaigning and Trade Union Administration Act 2014 (the "Act"). If, however, the Services are varied such that the Consultant considers that it will or is likely to carry out lobbying activities for the purposes of the Act, prior to carrying out such services the Consultant will be required to join the Register. Additionally, under the Act, the Consultant will be required to make quarterly submissions naming all clients for which it has carried out lobbying activity in the immediately preceding quarter. Accordingly, in such circumstances, the Client acknowledges the Consultant's obligation to join the Register prior to carrying out any lobbying activities and consents to any such disclosures required under the Act.

SCHEDULE 2

Compensation and Expenses

1. For Services identified in Schedule 1, Client will pay Consultant the following fees in U.S. Dollars (\$):

(a) \$85,000.00 per month during the Term;

2. Consultant will not perform Services until (i) this Agreement is duly signed and executed by Client and delivered to Consultant, and (ii) an initial payment of \$85,000.00 has been received by Consultant to be applied for the month of August. Thereafter a payment of \$85,000.00 in fees shall be due on 23 September 2021, with a like payment being due and payable monthly thereafter per the terms of Section 2 of the Agreement. Payments shall be made by wire transfers to Consultant's bank per attached Schedule 4.

2. Payments shall be made by bank transfers to Consultant's bank per the instructions attached hereto as Schedule 4.

3. Client will pay and reimburse Consultant for all reasonable business expense actually incurred and properly documented in providing the Services, said expenses to be billed monthly along with fees. Reimbursement for any individual expense greater than \$500.00 shall require the prior written consent of Client.

4. Client will pay and reimburse Consultant for all filing fees, costs, and expenses paid or incurred by Consultant related to compliance requirements in any jurisdiction in connection with the Agreement.

5. Client shall pay all polling expenses and any media/advertising expenses, including both production and placement. Said expense will only be incurred with the prior written approval of Client, and will be billed monthly along with fees and other expenses.

6. In its sole and exclusive discretion, Consultant may require Client to pay any expense(s) in connection with this Agreement directly or in advance.

SCHEDULE 3

Contact Information

If to Consultant:

Mercury International UK Limited
91 Jermyn Street, 1st floor
London SW1 6JB
United Kingdom
Email: accounting@global-mpa.com
Phone: 01144 208 059 4260

If to Client:

Embassy of Ethiopia
3506 International Drive, NW
Washington, DC 20008
Attention: Ambassador Fitsum

SCHEDULE 4

Bank Information for Payments

Below please find our payment instructions for receipt of wires, ACHs or book transfers. The information is as follows:

REDACTED

Government of Ethiopia INTL DC Contract 08232021 LD